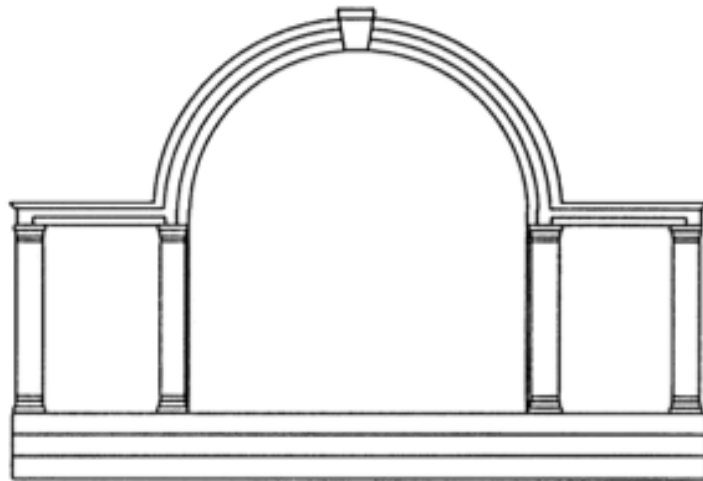


# Personnel Policies & Procedures Handbook

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## INTRODUCTION

### WELCOME!

As a member of the University Baptist Church (“UBC” or “Church”) family of paid ministers and staff (“employees”), we consider you to be a gift from God and look forward to working with you as a member of our ministry team. We appreciate you and the gifts and talents you bring to this ministry and are committed to helping you achieve your highest level of service for the Lord in this ministry.

As an employee of UBC, you represent this ministry in both your work life and private life. As a result, you are expected to always be sensitive to how others may see you biblically, spiritually, and ethically. We encourage you to strive toward living a life that exemplifies your relationship with God and your support of UBC’s Mission Statement.

This Personnel Policies & Procedures Handbook applies to all employees and is intended to provide guidelines and summary information about UBC’s personnel policies, procedures, benefits, and standards of conduct.

While UBC is exempt from many federal and state employment regulations due to its size and purpose, we do wish to promote a safe, productive, and affirming workplace for all employees, where you can serve effectively and grow personally, professionally, and spiritually.

It is important that you read and understand the handbook and comply with the standards that have been established. Please talk with your supervisor or the Senior Minister if you have any questions or need additional information.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As a result, UBC reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate.

This handbook does not represent an employment contract, in whole or in part, for any duration between UBC and its employees. If there is a conflict between the provisions, benefits, and policies in this employee handbook and those set forth in the terms of a minister’s or staff member’s employment agreement, the terms of the agreement shall prevail. However, these policies and procedures supersede all other policies and procedures on personnel matters covered herein, with the exception of those in the Constitution and the By-Laws.

This handbook supercedes the 2009 handbook and all other prior versions.

## MISSION STATEMENT

University Baptist Church is called into being by God, and created for the mission of proclaiming and living according to the gospel of the Kingdom of God.

We are empowered by the Holy Spirit to be witnesses of Jesus Christ in the University of Virginia community, in the City of Charlottesville, the County of Albemarle, and throughout the world.

## GENERAL CHURCH POLICIES

### A. STANDARDS OF CONDUCT

Employees of UBC are representatives of the Church and its mission to all persons with whom they come in contact. Because of this, the Church expects its employees will conduct themselves at all times, both on and off Church property, in a manner demonstrating the highest Christian character, and in such a way to further the mission of the Church.

The following conduct is inconsistent with employment by the Church, and could result in discipline, up to and including termination of employment:

- Abusive conduct or harassment toward other employees, Church members or individuals from outside the Church encountered in the course of employment;
- Unsatisfactory work performance;
- Working on personal enterprises during work hours;
- Insubordination;
- Consistent unexcused absences or tardiness;
- Theft or deliberate destruction of property of the Church or of other employees;
- Misuse of Church funds or divulging confidential Church information to unauthorized persons;
- Actions which jeopardize the safety of the employee or others, including violation of any established safety practices;
- Alcohol use while on Church property, or reporting to work under the influence of alcohol;
- Use of tobacco products within the Church building or on Church properties;
- Any illegal drug use or abuse of prescription drugs;
- Moral misconduct, conviction of a misdemeanor or felony, or other behavior inconsistent with the employee's capacity as a representative of the Church, determined within the Church's sole discretion;
- Falsifying personnel or Church records, or other fraudulent activities in relation to the Church;
- Violation of the Information Technology Policy; or
- Violation of the Harassment Policy.

The above is not an exhaustive or complete list of reasons for which an employee may be subject to discipline or termination; it is merely intended as an example of some of the conduct that could result in discipline or termination.

## **B. EMPLOYEE EXPECTATIONS AND ADMINISTRATION OF DISCIPLINE**

All Church employees are expected to conduct themselves in a professional manner and to faithfully perform the duties and responsibilities of the position for which they were hired. In the rare instance in which this does not happen, disciplinary action will be taken, up to and including dismissal.

When possible and appropriate under the circumstances, it is the policy of the Church to adhere to a philosophy of progressive discipline, i.e. to identify problems in performance and conduct as early as possible and to administer discipline beginning with the least severe penalty appropriate to the conduct. If verbal warnings are not successful, written reprimands and termination may follow. The supervisor and the Personnel Committee will work together to administer disciplinary actions, if needed, up to and including immediate termination. There are instances where progressive discipline is not appropriate, and where immediate termination or other discipline may be required. The selection of appropriate discipline, up to and including immediate termination, is within the total and absolute discretion of the Church.

## **C. ATTENDANCE AND PUNCTUALITY**

All ministers need flexibility in their schedules. When away from the Church during regular office hours, all ministerial staff should inform the office staff of how they may be reached.

In general, the Church office will be open from 8 a. m. to 5 p.m. each weekday. The normal work week for full-time, non-ministerial office staff is 40 hours per week. Hours should be arranged such that someone is available to answer phones and greet guests during all hours that the office is open. For part-time and temporary staff, working hours will be established at the time of employment and adjusted as needed.

If an employee is unable to come to work for any reason, he/she must make every effort to report the absence to the Church office prior to their designated reporting time. During an extended absence, it is the employee's responsibility to keep the Church informed of their status and to provide medical verification when asked.

Except for sickness or emergencies, employees are expected to inform their supervisor of any planned absences from work. In these instances employees should give as much advance notice as possible. A request for an extension of such leave of absence must be made in writing to the supervisor before the end of the original leave.

In general, overtime is not authorized and will not be paid; however, overtime may be paid if authorized in writing by the employee's supervisor before it is incurred. In pay periods that include holidays, authorized overtime will be paid if actual work time exceeds forty (40) hours.

If you are experiencing a workload beyond what can be accomplished during the work day, discuss this with your supervisor so that some adjustments in work or hours can be made.

#### **D. DRESS AND PERSONAL APPEARANCE**

All employees shall maintain a personal appearance and dress that reflect their professionalism and their roles in representing the Church to members, visitors, and the community. Standards of dress and appearance apply to the normal weekday working hours for all employees. For ministers or staff who perform church duties at other times, such as Sundays, Wednesday nights, special events, or social functions, the dress code also applies. These guidelines apply to events at the Church building and in the community.

In general, ministers and staff are expected to wear business or business casual clothing during office hours. For other events, dress should be appropriate for the event (such as casual for recreational events). Specific requirements for personal appearance are:

- Clothing or accessories with slogans or symbols that are political, opinionated, or offensive shall not be worn
- Any visible tattoos shall be small and inoffensive

Dress for employees performing custodial or maintenance activities shall be based on the functional and safety requirements of the task. This includes wearing appropriate clothing and items such as eye and hearing protection, safety shoes, or other personal protection equipment which are required to perform the task safely.

#### **E. INFORMATION TECHNOLOGY (IT) POLICY**

UBC's technology systems are owned and operated solely by UBC. It should not be expected that users would have complete privacy while utilizing any part of the system. Electronic communications are by no means secure and the designated IT manager may view user files during the course of ordinary management of computing and networking systems. If a user is suspected of failing to meet any of the responsibilities enumerated in this policy, that user's right to privacy is superseded by UBC's responsibility in maintaining the integrity of the IT system, and protecting the rights of all other users.

Violations and suspected violations of this policy are to be reported promptly to the IT Manager and/or the Senior Minister. Also, staff must notify the IT Manager immediately if they believe they may have inadvertently violated any portion of this policy. Upon termination of any UBC user, all email, documents, and any and all other electronic communication remain the property of UBC, will be stored, and are subject to review by appropriate UBC personnel.

The following policies apply to the use of all UBC systems:

1. Users must operate within the appropriate federal, state, and local laws and UBC policies and must not engage in any conduct that could present a risk to the operating integrity of the systems and their accessibility by any other users.
2. Users must abide by the terms of all licensing agreements and copyright laws while using all hardware or software owned or licensed by UBC or any data backup and storage services contracted with by UBC.

3. Users may not deliberately perform acts that will seriously impair the operation of computers, terminals, peripherals, or networks.
4. Users may not run or install a program on any UBC computer system that could result in the eventual damage to a file or computer system.
5. Users may not use UBC's computer systems or networks for solicitation of funds or for commercial purposes without the express written permission of the Senior Minister. This includes solicitations for charitable or community organizations. Users may not use UBC's networks to distribute chain letters. Users may not present personal views or express political viewpoints as representing those of UBC.
6. Users may not in any way use language that promotes disrespect or discrimination of any individual, or constitutes a personal attack of any kind, including ethnic and gender jokes or slurs.
7. When using social media, such as posting to Facebook or similar sites, all employees shall adhere to the Standards of Conduct requirements for how you represent yourself and UBC at all times.
8. Users accept sole responsibility for the use of their user account(s) including the result of any action or event occurring while their user access account is logged onto any UBC technology system. No user may give access to their user account credentials or use any other UBC user access account not assigned to them.
9. Users are responsible for the security of their passwords. Users must not attempt to monitor any other user's data or communication or read, copy, change, or delete another user's files or software without permission of the owner(s).
10. Users may not use UBC's resources to access, produce, or distribute pornography on the Internet or on UBC systems. Users may not knowingly view, copy, transmit or access pornographic or other blatantly profane and offensive content.
11. Any electronic traffic exiting UBC is subject not only to provisions of this policy, but also to the acceptable use policies of any non-UBC entity and any non-UBC network through which, or into which, it flows.
12. If a user encounters information on the UBC network which is of a personal and sensitive nature, the user has the responsibility to notify the Senior Minister and assist in taking appropriate steps to ensure the information is not further disseminated or destroyed as directed.

#### **F. MOTOR VEHICLE CELL PHONE POLICY**

It is the policy of UBC to emphasize its commitment to the safe operation of all motor vehicles used by its employees while on UBC business. While on UBC business, employees must pay attention while driving. UBC never requires an employee to use cell phones or other wireless communication devices while driving a vehicle on UBC business. Accordingly, the use of any of these devices while driving motor vehicles on Church business is prohibited.

The use of any communication device in violation of any federal, state, or local laws or regulations is prohibited. Your first priority while driving must be safety. Thus, employees who

are charged with traffic violations or accidents resulting from their use of a cell phone or other communication device while driving will be solely responsible for any liabilities, damages, fines, etc. that may result, and may be subject to discipline, up to and including immediate termination.

## **G. HARASSMENT**

UBC is committed to providing a workplace free of harassment based on such factors as age, national origin, race, color, disability, or gender. The Church strongly disapproves of and will not tolerate harassment by other staff members, volunteers, or non-employees that disrupts or interferes with an employee's work performance. Employees have the right to work in an environment free of unwanted ridicule, degradation, or disrespect.

Harassment includes sexual harassment, among other actions, and is defined by unwelcomed verbal or physical conduct of a sexual nature. If such conduct creates an intimidating or hostile environment, this constitutes harassment and is a violation of this Policy. Conduct of this type may be described to apply to factors such as age, national origin, race, color, disability, or gender.

If you, the employee, are witness to or are subjected to harassment, you should report the incident to your supervisor or to the Senior Minister or a member of the Personnel Committee. The complaint will be promptly investigated and appropriate action will be taken. You will be informed of the outcome, and the matter will be communicated to the Personnel Committee. Any employee who is found to have engaged in harassment of another employee is subject to disciplinary actions, including termination.

## **H. "AT WILL" EMPLOYMENT**

Consistent with the laws of the Commonwealth of Virginia, employment by the Church is "at will." Employees, or the Church as employer, may terminate employment at any time, for any or no reason, with or without cause, and without prior notice. Employment will be "at will" unless it is specifically modified by an express written agreement signed by the employee and the Chair of the Personnel Committee of the Church.

The "at will" relationship may not be modified by any oral or implied agreement. This provision supersedes any potentially conflicting language or statements made elsewhere, including but not limited to these Personnel Policies & Procedures, any other Church documents or any verbal representations.

## **SPECIFIC EMPLOYMENT POLICIES FOR MINISTERS AND STAFF**

### **I. EMPLOYMENT CLASSIFICATIONS**

The Church classifies employees in a number of different ways, as follows:

**Category I Employees**—are considered to be full time salaried employees with a typical work week of 40 hours or more. Full benefits are available to these employees. These employees are exempt employees and do not complete time sheets. They have responsibility and managerial duties and may manage people and/or functions.

**Category II Employees**—are considered full time non-exempt (hourly) employees and do complete time sheets. Full benefits are available to these employees.

**Category III Employees**—are considered part time employees and work less than 40 hours per week. They must complete time sheets. Limited benefits are available for Category III employees if they are normally scheduled to work a minimum of 30 hours per week and have been authorized to receive benefits per their terms of employment. In this document, the term “full time” is sometimes used in referring to Category I and Category II employees and “part time” refers to Category III employees.

All full-time paid staff and permanent part-time staff will be provided with a position description that describes their duties and responsibilities.

Position descriptions change periodically to reflect changes in the Church’s organization, procedures or policy. The employee, the Senior Minister, and the Personnel Committee should review them annually.

Individuals who provide casual services to the Church are not covered by these employment classifications. This includes guest speakers and musicians and others providing temporary services.

## **J. EQUAL OPPORTUNITY**

UBC is committed to equal employment opportunity for all qualified persons, in accordance with all federal and state laws that apply to religious organizations. This applies to all employment actions.

UBC fully complies with current federal and state immigration laws. The Church will not knowingly hire anyone who does not have a legal right to work in the United States. To verify identity and work eligibility, applicants must complete an Employee Eligibility Form (I-9) which will be kept as a permanent part of their personnel files.

## **K. MINISTERIAL POSITIONS**

### **1. Selection of Ministers**

The process for selecting ministers is set forth in Article IV of the UBC By-Laws.

### **2. Resignation of Ministers**

Ministers are asked to give a month’s notice. A resignation by the Senior Minister should be given to the Personnel Committee.

### **3. Termination of Ministers**

Ministers will serve until they, or the Church, elect to terminate the relationship. In order to consider the forced termination of a minister’s services, a regular or called Church conference will be held, written notice of which and its purpose will be provided no less than two weeks in



advance in The Word. An affirmative vote of three-fourths of the members and associate members present will be necessary to terminate the services of a minister.

## **L. NON-MINISTERIAL STAFF**

### **1. Recruiting Non-Ministerial Staff**

The Personnel Committee in conjunction with the Senior Minister will recruit and fill other staff positions as needed. This is done with the review and comment of the Church Council and the Finance Committee.

### **2. Probationary Period**

All non-ministerial employees will serve a probationary period of three months from the date of employment. During this time performance and conduct will be closely monitored and discussed with the employee by the immediate supervisor. At the end of the probationary period, the supervisor will conduct a written review of the employee's performance and conduct. A report of this will be made to the Personnel Committee. However, employment is always "at will." including during the probationary period.

### **3. Voluntary Termination**

A voluntary termination is a termination that is initiated by the employee. A two week notice is requested if the employee is non-exempt. Accrued vacation will be pro-rated and paid.

### **4. Involuntary Termination**

An involuntary termination is a termination that is initiated by the Church for reasons other than changing economic conditions. The Senior Minister with the agreement of the Chair of the Personnel Committee may terminate a nonexempt employee. Severance pay of up to two months' salary may be paid at the discretion of the Senior Minister, the Chair of the Personnel Committee, and the Chair of the Finance Committee.

### **5. Layoff**

A layoff is a termination of employment that results from changing economic conditions which necessitates a reduction in staff. Severance will be paid at the discretion of the Senior Minister, the Chair of Personnel Committee and the Chair of Finance Committee.

### **6. Unemployment Insurance**

UBC does not participate in any unemployment insurance programs.

## **M. RETURN OF CHURCH PROPERTY**

In all terminations, all Church property, including data and software, must be accounted for.

## **N. CRIMINAL BACKGROUND REPORT**

A criminal background report will be requested for all employees at the time they are hired. This will remain a part of their permanent personnel files. Any paid employee who works with children (minors) during the course of Church activities will comply with the Guidelines for the Care and Protection of Children, Youth, and Workers.

## **O. EXIT INTERVIEW**

Each employee who leaves the employment of the Church is requested to complete an exit interview with the Personnel Committee.

## **P. COMPENSATION AND BENEFITS**

### **1. Starting Salary and Increases**

Starting salaries and salary increases are proposed by the Personnel Committee with input from the Senior Minister. These are approved by the Finance Committee and ultimately ratified by the Church.

### **2. Years of Service**

All years of service (including prior employment) for Category I and Category II employees and those years a Category III employee received benefits will be considered in determining benefits which are based on years of service.

### **3. Issuance of Pay Checks**

Paychecks are issued on the 15<sup>th</sup> and last day of each month.

### **4. Benefits List**

- Holidays
- Vacation
- Anniversary Recognition
- Sick/Personal Leave
- Leave for Jury Duty, Military, Death of Family Member, Inclement Weather
- Leave Without Pay
- Insurance and Retirement Allotment
- Workers Compensation Insurance
- Continuing Education
- Sabbatical for Ministers
- Mileage Reimbursement

### **5. Holidays**

The Church observes the following paid holidays:

- New Year's Eve and New Year's Day
- President's Day
- Easter Monday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving and the Friday after
- Christmas Eve and Christmas Day

Category I and Category II employees will be given compensatory time off for holidays that are worked.

## 6. Vacations

The Senior Minister receives four weeks of paid vacation, other full time ministers receive three weeks paid vacation and other full time employees receive two weeks of vacation per year. Vacations are to be scheduled so as to permit the proper execution of the Church's responsibilities at all times, and may be taken in half-day increments. If any employee has worked twenty or more years with the Church, an additional week of vacation is added. Up to 40 hours of vacation time may be carried over to the next calendar year.

## 7. Anniversary Recognition

The Church will recognize the employment anniversary date of its staff and, at the employee's anniversary date, will provide a check for \$100+\$10 for each year worked for full time employees. For significant anniversaries, the Senior Minister may choose additional forms of recognition.

## 8. Leave

- Sick Leave** – Full time employees who have completed 90 days of continuous service will be eligible for up to eighty (80) hours per year, prorated monthly, for Sick Leave with pay. The employee will provide medical verification when asked. Sick Leave may carry over up to 80 hours. Employees will not be paid for unused Sick Leave upon termination.
- Personal Leave** - Leave with pay up to five days for death of a family member may be allowed on a case-by-case basis by the Senior Minister and the Personnel Committee for full time employees. Personal Leave without pay may be requested and will be considered on a case-by-case basis by the Senior Minister and the Personnel Committee; continuation of employee benefits will be determined on a case-by-case basis by the Senior Minister and the Personnel Committee.
- Other Leaves of Absence** - Other requests for Leaves of Absence without pay will be considered on a case-by-case basis by the Senior Minister and the Personnel Committee.
- Jury Duty Leave** - Full time employees will be granted jury duty leave with pay.

- e. **Military Leave** - Leave for active duty, military training, instruction, or field exercises will be granted and is without pay for all employees.
- f. **Leave without Pay** - Leave without pay may be granted to full time employees under some circumstances. The Senior Minister and the Personnel Committee must approve Leave of Absence that lasts longer than five (5) days.
- g. **Inclement Weather** - The Senior Minister may close the Church office due to inclement weather. In this instance, all full time employees are paid their regular salary. If the office is open and the employee chooses not to work, the time is charged to the appropriate leave.

## **9. Insurance and Retirement Allotment**

Category I and II employees are required to carry health insurance and long-term disability coverage. Category III employees who work at least 30 hours per week and have insurance and/or retirement benefits per their employee agreement must also carry health insurance. In addition to base pay, the Church provides 28% of their base pay for insurance and retirement plan contribution.

## **10. Workers' Compensation Insurance**

The Church provides Workers' Compensation insurance coverage in the event an employee is injured on the job.

## **11. Continuing Education**

Full time Ministers are provided a budget for continuing education and are encouraged to use it. This is considered time worked.

## **12. Sabbatical for Ministers**

After eight years of service, full time ministers may apply for a sabbatical lasting up to three months. A request must be submitted to the Personnel Committee and should include how the time will be spent for personal and spiritual enrichment and how the duties of this minister will be handled during the time away. This is paid time off and all benefits continue.

## **13. Mileage Reimbursement**

Mileage reimbursement is paid for personal vehicle use on church business according to the current IRS allowable amount for business travel.

## **14. Termination of Benefits**

Benefits terminate at the end of the month when termination of employment occurs. Payment for accrued vacation will be pro rated as of the date of termination.

## **Q. PERSONNEL RECORDS**

A personnel file will be maintained on all employees of the Church and is to include:

- Initial date of employment and all related employment documents, i.e. application, references etc.
- Criminal Background Report
- Current position description and classification
- All performance evaluations
- Emergency medical contact information
- Salary History
- Leave History
- Copy of any written agreement or covenant
- Tax withholding forms (state and federal)
- Completed I-9 immigration forms
- Records of disciplinary actions
- Evidence of health insurance and long-term disability plans
- Ministers' housing allotment per year
- Arbitration Agreement and Handbook Receipts
- Record of time sheets for Category II and III employees

These records will be maintained in the strictest confidence. All personnel records will be kept in a locked file cabinet or secure electronic file. The Senior Minister and Chair of the Personnel will control access to these files.

## **R. EVALUATIONS**

Performance reviews are completed during the summer of each year and should reflect performance for the entire year and include specifics. These are designed to foster personal growth through balanced feedback of both positive remarks and growth opportunities.

Ministers are reviewed by lay members of the Church as well as the Senior Minister. The Senior Minister or designee will review non-ministerial staff members. This requires a written performance appraisal and discussion with each employee. The employee and Senior Minister or designee will sign the appraisal, and it is placed in the personnel file. A copy is given to the employee.

Position descriptions are used as the criteria for measurement in evaluations.

The Personnel Committee chooses who will evaluate each minister, and five evaluations are completed for each. The Personnel Committee will select five church members who have had substantive contact with the ministers and the opportunity to observe them in the performance of their duties to do the evaluations. Completed evaluations are mailed to the Chair of the Personnel Committee and may be completed anonymously. The Personnel Chair summarizes the evaluations for each minister and gives the summaries, without names of the persons completing the evaluations, to the Senior Minister. The Senior Minister ensures that a conversation takes place with each minister and summaries are placed in each minister's personnel file.

**S. PERSONNEL POLICIES & PROCEDURES MAINTENANCE**

The Personnel Policies & Procedures Handbook should be reviewed annually by the Personnel Committee and updated as appropriate. The Church Council will review changes. An audit should also be conducted by the Personnel Committee to ensure that personnel records and position descriptions are current and complete every two years or sooner if significant changes are needed.

## ARBITRATION AGREEMENT

### Employee's Copy

AS A CONDITION OF YOUR EMPLOYMENT WITH UNIVERSITY BAPTIST CHURCH, YOU ARE ASKED TO READ AND SIGN THIS ARBITRATION AGREEMENT. RETAIN ONE COPY IN THIS HANDBOOK AND RETURN THE DUPLICATE SIGNED COPY TO THE CHAIR OF THE PERSONNEL COMMITTEE WITHIN FIVE DAYS OF YOUR COMMENCEMENT OF EMPLOYMENT OR WITHIN FIVE DAYS AFTER RECEIVING THIS AGREEMENT FOR REVIEW AND SIGNATURE.

If your employment is terminated and you believe the termination was wrongful and/or violated any of your rights, or if you have any other employment-related dispute with the Church, you and the Church agree to submit any dispute arising out of your employment or the termination of your employment (including, but not limited to any allegations of violation of federal or state law) exclusively to binding arbitration before a neutral arbitrator.

If you and the Church are unable to agree upon a neutral arbitrator, the Church will obtain a list of arbitrators from a state or federal arbitration service, or the American Arbitration Association. You (first) and then the Church will alternately strike names from the list until only one name remains; the remaining person will be the arbitrator. The arbitrator will be bound by the qualifications and disclosure provisions and the procedures set forth in the 2009 or most current version of the Employment Arbitration and Mediation Procedures of the American Arbitration Association and shall order such discovery as is appropriate to the nature of the claim and necessary to the claim's adjudication.

Arbitration proceedings will be held in Charlottesville, Virginia at the Church facility, or another location agreed to by the parties. The arbitrator shall determine the prevailing party in the arbitration and the parties shall pay the fees of the arbitrator equally. Each party shall be responsible for its own attorney fees.

You and the Church agree that this arbitration shall be the exclusive means of resolving any dispute arising out of your termination and that no other action will be brought by you in any court or other forum. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTED TERMINATION; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.

If you decide to dispute your termination, you agree to deliver a written request for arbitration to the Senior Minister within six months of the date of your termination or other dispute and to respond within 14 days to each communication regarding the selection of an arbitrator and the scheduling of a hearing. If the Church does not receive a written request for arbitration from you within six months from the date of your termination or any other dispute arose, or if you do not respond to any communication from the Church about the arbitration proceedings within 14 days, you agree that you have waived any right to raise any claims arising out of the termination of your employment with the Church in arbitration or in court or any other forum. The limitations set forth in this paragraph shall not be subject to tolling, equitable or otherwise.

You and the Church agree that if any court of competent jurisdiction declares that any part of this Arbitration Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of the Agreement, and the illegal, invalid or unenforceable part will no longer be part of this Arbitration Agreement.

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Employee's Signature

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Date

**UNIVERSITY BAPTIST CHURCH EMPLOYEE POLICIES & PROCEDURES  
HANDBOOK RECEIPT**

Employee's Copy

This is to acknowledge that I have received and read a copy of University Baptist Church's Personnel Policies & Procedures Handbook dated October 1, 2013.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## ARBITRATION AGREEMENT

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If you and the Church are unable to agree upon a neutral arbitrator, the Church will obtain a list of arbitrators from a state or federal arbitration service, or the American Arbitration Association. You (first) and then the Church will alternately strike names from the list until only one name remains; the remaining person will be the arbitrator. The arbitrator will be bound by the qualifications and disclosure provisions and the procedures set forth in the 2009 or most current version of the Employment Arbitration and Mediation Procedures of the American Arbitration Association and shall order such discovery as is appropriate to the nature of the claim and necessary to the claim's adjudication.

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Employee's Signature

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Date

**UNIVERSITY BAPTIST CHURCH EMPLOYEE POLICIES & PROCEDURES  
HANDBOOK RECEIPT**

University Baptist Church Copy

This is to acknowledge that I have received and read a copy of University Baptist Church's Personnel Policies & Procedures Handbook dated October 1, 2013.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date